

**BEFORE THE NATIONAL GREEN TRIBUNAL EASTERN ZONE
BENCH, KOLKATA.**

ORIGINAL APPLICATION NO. 29/2026/EZ

Deba Prasad Sahoo Applicant.

Vrs.

Executive Officer, Talcher Municipality Respondents.

and others.

I N D E X

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By the Respondent No.1 (Talcher Municipality)

through

Smruti Ranjan Dash
Smruti Ranjan Dash

(Advocate)

BCE No. 0-799/2013

M- 9439666088

Email - *smrutidash058@gmail.com*

Place: *Kolkata*

Date: *23/4/2026*

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BEFORE THE NATIONAL GREEN TRIBUNAL EASTERN ZONE
BENCH, KOLKATA.

ORIGINAL APPLICATION NO. 29/2026/EZ

Deba Prasad Sahoo

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Applicant.

Vrs.

Executive Officer, Talcher Municipality Respondents.
and others.

PRELIMINARY REPLY SUBMITTED ON BEHALF OF THE
EXECUTIVE OFFICER, TALCHER MUNICIPALITY, DIST- ANGUL,
ODISHA (RESPONDENT NO.1)

1. That the appellant has filed the above noted original Application before this Hon'ble Tribunal under Section 14 and 15 of the National Green Tribunal Act, 2010 for the protection of environment from polluters as well as safeguard of public health.
2. That the deponent has gone through the Original Application and understood the contents and purported thereof.
3. That the contents of the **Paragraphs No. 1 to 3** are mechanical, hence the deponent has no comments to offer.
4. That the averments of the **Paragraph-4** are not completely true, but partly correct and partly false. It is false to say that practices of Talcher Municipality have made Talcher, one of the most polluted area in Odisha. In fact Talcher Municipality has adopted standard operating procedure for Municipal Solid Waste Management as prescribed by the Govt. of Odisha, H & U.D. Deptt. consequent upon adoption of decentralized solid waste management system for collection, transportation and safe disposal of Municipal solid waste. Talcher Municipality has established Manual Compost Centre (MCC) and

Pradip
PRADIP (A KUMAR MOHANTY)
NOTARY, CUTTACK TOWN
REGD.No-ON-04/1995



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Manual Recycle Facilities (MRF) in the wealth centre. It is humbly submitted that after receiving the notices from this Hon'ble Tribunal, Sanitation Expert of the Municipality was asked to submitted detailed report regarding the measures and procedure adopted by Municipality for solid waste Management. The sanitation expert has furnished his detailed report. **The detail report of the sanitation expert is enclosed herewith as Annexure-A/1.**

5. That in reply to **Paragraph-5** of the Original Application it is humbly stated that as already submitted above paragraph, Talcher Municipality has adopted standard operating procedure for Municipal Solid Waste Management prescribed by the Govt. of Odisha. Therefore there is no violation of the solid waste management rules, 2016. It is also false to alleged against the Talcher Municipality that the Municipal Sweepers have been burning waste materials in public places for several years which endanger public health, degrade the environment and deteriorate air quality.
6. That in reply to **Paragraph-6** of the Original Application it is humbly stated that the averments of Para 6 of the complaint is already replied by the deponent in the above earlier paragraphs. However it is further stated that sanitization programme is regularly conducted by Talcher Municipality in different locations. Talcher Municipality also taking prompt steps for pollution free Talcher Municipality by conducting public awareness programmes like meetings, rallies, circulating leaflets and interacting with the local shopkeepers to keep the environment free from pollution. So also the sweepers and other employees entrusted for waste management at time and again instructed to comply with the Solid Waste Management Rules 2016. **Copies of the leaflet, photographs of public awareness programmes conducted by Talcher Municipality are annexed as Annexure-B/1 Series.**

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7. That in reply to **Paragraph-7** of the Original Application it is submitted that as regards the management of plastic waste it is stated that the plastic waste are segregated at wealth centres and they are send to Rajgangpur, Dalmia Cement Factory (Bharat Ltd.,) for processing and they are use. **Copy of the agreement made between Talcher Municipality and Dalmia Cement (Bharat Ltd.) at Rajgangpur is enclosed herewith as Annexure – C/1.**
8. That in reply to the averments made in **Paragraph-8 and 9** of the Original Application it is stated that the contents of Paragraph 8 and 9 are matter of records and hence needs no explanation. However it is stated that Talcher Municipality has no role to play in the Air Quality deterioration at Talcher Area. Since Talcher Municipality is adopting the standard operating procedure for Municipal Solid Waste Management.
9. That in reply to the averments made in **Paragraph-10 and 11** of the Original Application it is stated that the allegations are baseless. Talcher Municipality has adopted the SOP issued by Govt. of Odisha for Solid Waste Management and burning of Municipal Solid Waste by the sweepers of Talcher Municipality is false and baseless. As already stated Talcher Municipality has strictly adopted the SOP of the Govt. of Odisha for solid waste management and that it has not violated the Solid Waste Management Rules, 2016 as earliest by the applicant.
10. That in reply to the averments made in **Paragraph-12** of the Original Application it is stated that with regard to the publication of news in Odia and English daily regarding burning of Waste it is stated that the Municipality Authority has not knowledge about such publication. However in the event there is any publication it can be said that such



PRADIPTA KUMAR MOHANTI
NOTARY, CUTTACK TOWN
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publication were ill designed to defame Talcher Municipality, hence allegations are baseless and intended for illegal gain.

11. That in reply to **Paragraphs No. 13 and 14** of the Original Application it is stated that the applicant in his own has stated that he has approached Odisha Human Rights Commission on the same issue citing public health violations. It is worthy to submit here that the applicant is not entitled to get any relief from this Hon'ble Tribunal. When the same issue is pending before the Hon'ble Odisha Human Rights Commission which has been filled earlier by the applicant. In view of the above narration, the applicant has no cause of action to initiate the present proceeding the before the Hon'ble Tribunal. It is further to state that since there is no cause of action in the present matter and the earliest persistent regulatory failure and unabated environmental degradation is nothing but imaginary and cannot subsist in the eye of law.
12. That, in the light of the aforesaid submissions made, it is respectfully prayed that this Hon'ble Tribunal may be pleased to take on record the reply filed on behalf of the Respondent No.1 to the original Application and the grounds therein and dismiss the O.A on the basis of the preliminary submissions and objections submitted by the Respondent No.1.
13. That the facts stated above are true to the best of my knowledge and belief and based on material facts available on record.
14. That, the rest of the averments made in the O.A which have not been specifically admitted in this affidavit may be deemed to have been denied and in view of the aforesaid facts and submissions, the O.A is wholly devoid of any merit and liable to be dismissed.



PRADIPTA KUMAR MOHANTY
NOTARY, CUTTACK TOWN
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15. That the answering respondent reserves the right to add, amend, and alter their preliminary reply affidavit if so required or so advised by this Hon'ble Tribunal.

By the Respondent No.1 (Talcher Municipality)

through

Place: Kolkata
Date: 23/4/2026

Smruti Ranjan Dash
Smruti Ranjan Dash
(Advocate)

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PRADIPTA KUMAR MOHANTY
NOTARY, CUTTACK TOWN
REGD.No-ON-04/1995



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**BEFORE THE NATIONAL GREEN TRIBUNAL EASTERN ZONE
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Deba Prasad Sahoo Applicant.

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and others.**

AFFIDAVIT

I, Sri. Pradip Kumar Saha, (OAS), aged about 49 years, S/o-Late, Baidhar Saha, working as Executive Officer, Talcher Municipality, At/Po- Talcher, Dist-Angul, do hereby solemnly affirm and declare as under:-

1. That I am the Respondent No.1 in this Original application and fully conversant with the facts and circumstances of this matter and thereby competent to swear this affidavit.
2. That the contents of the affidavit are true and correct, best to my knowledge and belief and nothing material has been concealed there from.
3. That the annexures attached to this affidavit are true copies of their respective originals.



Pradip M. Saha
Deponent

VERIFICATION

Verified in my Id. Advocate's office at Cuttack on this 23rd day of April, 2026 that the contents of the above affidavit are true and correct to my knowledge and belief and no part of it is false or has been concealed there from.

Identified by Pradip M. Saha solemnly sworn before
 me by P.K. Saha
 being identified by Sir Deba Advocate
 at Cuttack Town Dated 23/04/2026
23/04/2026
 Advocate Pradip M. Saha Deponent
P.K. MOHANTY, Notary, Cuttack Town
Regd. No-ON-04/1995

Executive Officer

As per order of the Executive Officer, I gave a status report and present situation of sanitary fact about Talcher Municipality. I am also attaching necessary documents for the court case.

Talcher Municipality having population of 40,000 & more covers approximately area 25.5 sq.km. This Municipality have two MCC (Micro Composting Center) and two MRF (Material Recovery Facility). One MCC and one MRF belongs to Rani Park area and another MCC and MRF is situated at Baghuaboli area. This Municipality have sixteen (16) TATA ACE, which is collecting garbage from different households of 21 Nos of wards. For this point of view every year a sanitation tender is floated and this year this tender is awarded to Deep Innovative Pvt. Ltd. and he is engaging 177 laborers/day for lifting of garbage from different households and also cleaning drains along with road side sweeping.

Further for helping them 16 no. of swachha sathi & swachha supervisor are engaged for assisting them. They collect all dry & wet garbage from different localities and send it to MCC & MRF under Talcher Municipality. And at the said MCC & MRF all plastic waste & polyethene's are separated & send it to Dalmia cement factory located at Rajgangpur under Sundargarh Dist. Per year we are approximately sending 5 times with approximately measurement of 12 metric tons quarterly to Dalmia factory.

Further we are also producing approximately 3 metric ton of soil manures from the said MCC, MRF & collecting / generating this amount of revenue per year.

Further we are also taking necessary steps for public awareness regarding not throwing of garbage at different places and also not burning of any types of dry waste at different places. Every year for making awareness among public we are making rally, not to burn dry waste & also we are advertising the same fact on our social media (Facebook, twitter, Instagram) along with advertising on our own TV.

Order may be given for approval of Draft.

Approved
15.04.26

Chm

Executive Officer

not to be used

right status report may be kept for the court case. maintain

[Signature]
15/04/26

[Signature]

15.04.26

Executive Officer
Talcher Municipality

- 8 - Annexure - B/1 Series.

**(Initiative For Pollution free)
Talcher Municipality**



ତାଳଚେର ପୌରପରିଷଦ, ତାଳଚେର

ତାଳଚେର ସହରବାସୀଙ୍କୁ ନିବେଦନ

- ୧) ଆସକ୍ତୁ ଆମ ସହରକୁ ସ୍ୱଚ୍ଛ ଓ ସବୁଜ କରିବା ।
 ୨) ବାହାରେ କୌଣସି ଜାଗାରେ ନିଆଁ ଲଗାଇବା ନାହିଁ ।
 ୩) ଆସ ଶପଥ କରିବା, ଆମ ସହରକୁ ପ୍ରଦୂଷଣ ମୁକ୍ତ କରିବା ।

ବିନୟ ମିଶ୍ର

ନିର୍ବାହୀ ଅଧିକାରୀ
 ତାଳଚେର ପୌରପରିଷଦ

Town Copy



Talcher Municipality, Talcher

Appeal to the residents of Talcher city

- Let's make our city clean and green.
- Do not light a fire anywhere outside.
- Let's pledge to make our city pollution free.

Pradip Kumar Saha

**Executive Officer
Talcher Municipality
Executive Officer
Talcher Municipality**

Talcher



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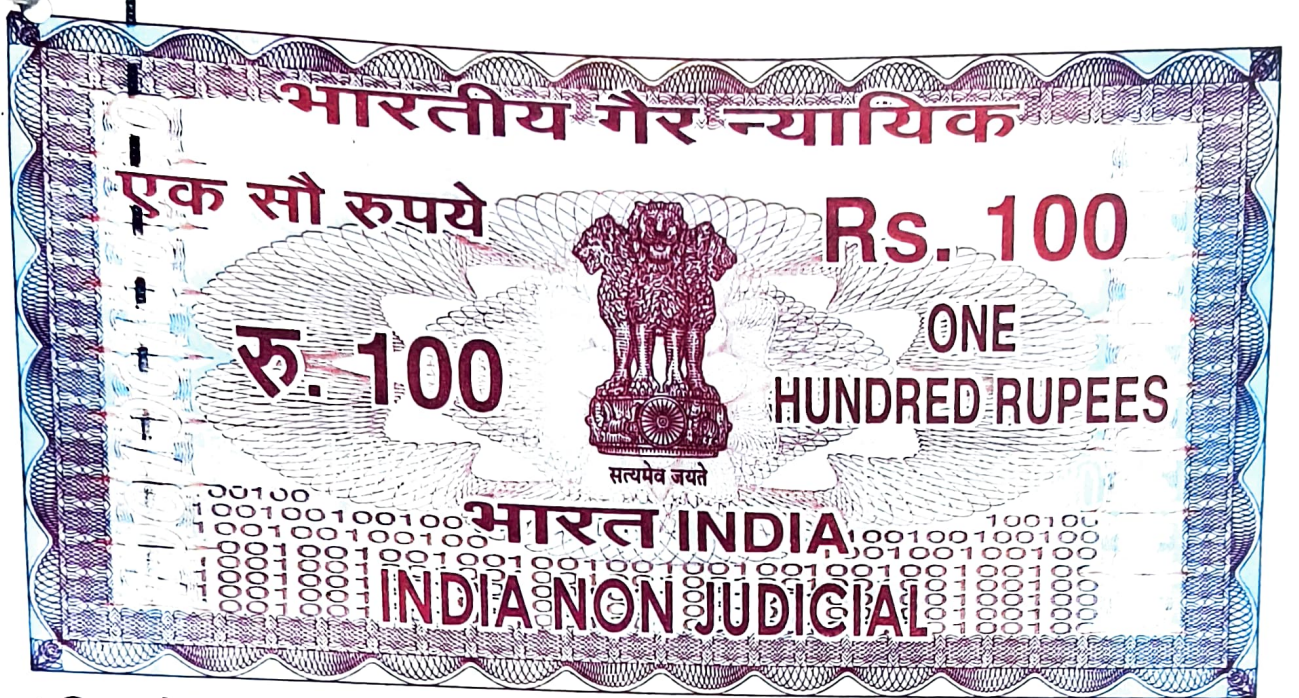








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Annexure - 4/1



ଓଡ଼ିଶା ओडिशा ODISHA

S 657642

Agreement for Co-processing of SCF/RDF from TALCHER MUNICIPALITY

This Waste Disposal Agreement is made on 20/11/2024 and made effective from 20/11/2024

BY & BETWEEN
Dalmia Cement (Bharat) Limited & TALCHER MUNICIPALITY.

TALCHER MUNICIPALITY, Angul, Odisha is an autonomous body and is hereinafter referred to as ("TALCHER MUNICIPALITY") which expression shall, unless repugnant to the context, include its successors and permitted assigns.

AND

Dalmia Cement (Bharat) Limited a company incorporated under the Companies Act, 1956 having its registered office at Dalmiapuram, Lalgudi District Tiruchapalli (hereinafter referred to as the " Dalmia Cement ", which expression shall, unless repugnant to the context, include its successors and permitted assigns).

TALCHER MUNICIPALITY and the Dalmia Cement are hereinafter individually referred to as a "Party", and collectively referred to as the "Parties".

WHEREAS:

TALCHER MUNICIPALITY is an autonomous body in the state of Odisha governed by the laws of India and is involved in the activities of waste collection from the TALCHER MUNICIPALITY and is in search of destination for disposal in the safe & environment friendly manner of segregated non-recyclable plastic waste and combustible fraction of MSW generated and collected in their area.

Bala Sekhar
Executive Officer
Talcher Municipality



- C. TALCHER MUNICIPALITY shall supply segregated non-recyclable plastic waste and combustible fraction of MSW, as per Table 1 Specification and acceptable limits. The waste will be free from debris, stones, construction wastes, Bio hazards, dead animals, metals, odour etc (hereinafter referred to as the "Waste") to the Dalmia Cement on the terms set forth in this Agreement.
- D. Dalmia Cement has agreed to co-process the waste in the public interest and as part of its Green initiative at its cement kilns /calciners located at the above said unit as a part of EPR compliance under PWM rules 2016.
- E. Any Green Benefits arriving out of use of co-processing of above waste will be claimed by Dalmia Cement plants. These could be related to CDM, PAT, CO2 Inventory, EPR, Bio mass use.
- F. TALCHER MUNICIPALITY shall ensure that they have used proper bio-culture or liquid to control the odour of the material before sending the material for co-processing.
- G. TALCHER MUNICIPALITY shall ensure that there is no banned substance and/or any substance as set out in Annexure III to this Agreement is present in the consignment

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Supply of waste

During the Term, the TALCHER MUNICIPALITY shall supply exclusive waste to the Dalmia Cement as per the following Specification.

Table 1 :- Specification and acceptable limits			
S. N.	Parameter	UOM	Acceptance limit- all plants
1	NCV	Kcal/kg	> 2500
2	Loading & Unloading		Loading is in the scope of TALCHER MUNICIPALITY and Unloading at receiving end is in the scope of Dalmia Cement
3	Waste Availability		Approx. 700 MT per Year or more, as per Waste collection in the city
4	Quantity Commitment per Month (Indicative)	MT	Quantities mentioned are indicative and may increase / decrease as per availability: 50-60 MT RDF per Month
5	Size		To be suitable for shredding
6	Maximum Weight of each bag / bale of waste		Loose truck load

- 1.1 TALCHER MUNICIPALITY shall make available the waste while complying the aforementioned specifications for delivery to Dalmia Cement said unit(s) from the TALCHER MUNICIPALITY dump yard / material recovery facility / dry waste collection centre. The TALCHER MUNICIPALITY shall be responsible for proper segregation of dry plastic waste and combustible fraction of MSW and

Balraj Singh
Executive Officer
Talcher Municipality



loading waste in the form of bale / loose in to the transporting vehicle arranged by TALCHER MUNICIPALITY

- 1.2 In the event of wastes stored by TALCHER MUNICIPALITY does not match the required specification and characteristics (non-confirming waste), **Dalmia Cement** shall have the right to reject any part of non-confirming waste, which is not suitable for co-processing by the system. Such type of information should be provided to TALCHER MUNICIPALITY and the non-confirming waste may not be accepted.
- 1.3 Parties agree that the TALCHER MUNICIPALITY shall ensure that NCV > 2500 Kcal/kg, Moisture <35% and Ash < 35% Avg. on monthly average basis. It is further agreed that if the NCV or Moisture or Ash of the waste supplied by TALCHER MUNICIPALITY is not within the permissible limits, then the **Dalmia Cement** shall be entitled to discontinue the supplies from that source / collection point. It is agreed and understood between parties that it shall be prerogative of the **Dalmia Cement** to decide the same.
- 1.4 The TALCHER MUNICIPALITY shall be responsible to supply the waste while complying with aforementioned specifications for delivery. Furthermore, it is mutually agreed and understood between parties that **Dalmia Cement** shall also, its own expense, be entitled to arrange analysis of the sample of the waste at the **Dalmia Cement's** end, in order to check whether the waste supplied by the TALCHER MUNICIPALITY conforms to the specifications set out in clause 1 and inform its acceptance / rejection as the case may be, to the TALCHER MUNICIPALITY within 10 (days) of carrying out of the representative sampling. In the event **Dalmia Cement** determines that the waste is not in conformance with the specifications set out in clause 1, the TALCHER MUNICIPALITY shall have right for the joint sampling and testing at **Dalmia Cement's** premises and / or mutually agreed third party premises, which shall be done within a period of next 10 days, otherwise the analysis already done at behest of **Dalmia Cement** premises shall be deemed to be final and binding on both Parties and Cost of testing by the third party shall be borne by the TALCHER MUNICIPALITY.
2. Purchase orders, Delivery, Sale Price, Payment term
- 2.1 Projections and Purchase Orders
- 2.1.1 The TALCHER MUNICIPALITY shall supply to the 50 to 60 of RDF Waste Per Month. The quantity can be increased by mutually agreeing upon through a simple exchange of emails / Writing a letter by both the Parties.
- 2.2 Delivery
- 2.2.1 The Transportation of the RDF material from the TALCHER MUNICIPALITY's collection point(s)/ Dump Yard/material recovery facility to the **Dalmia Cement's** factories will be the responsibilities of the TALCHER MUNICIPALITY The vehicle used for delivery of the RDF material at collection location shall be placed by TALCHER MUNICIPALITY's as authorized agency / transporter as per the delivery schedule agreed between the parties. The TALCHER MUNICIPALITY shall ensure that the vehicle is loaded at the earliest with the quality material as per specifications under clause 1. The transporter has to have all the RTO stipulated norms vehicles for transporting the Material. All the risks and liabilities during transit shall be of Notwithstanding the aforesaid, the TALCHER MUNICIPALITY shall continue to bear 100% risk of any items that are not conforming to specifications as per table 1.
- 2.2.2 The dispatch documents shall be prepared by the TALCHER MUNICIPALITY while complying with the requirements of applicable laws including those may be required by

Balaram Acharya
Executive Officer
Talcher Municipality



the Pollution Control Boards or other departments for the transportation of the RDF Material.

2.2.3 All requisite approvals for supplying and dispatching the Material to the **Dalmia Cement** by the TALCHER MUNICIPALITY shall be obtained by the TALCHER MUNICIPALITY. The **Dalmia Cement** shall obtain statutory registrations and approvals from concerned authorities for co-processing the material in its factories and comply with all applicable laws in this regard.

2.3 Consideration:

2.3.1 The TALCHER MUNICIPALITY shall pay Co-processing fee to **Dalmia Cement**, an amount of **INR ZERO Rs Per MT.**

2.3.2 The co-processing fee shall be applicable on the actual waste receipt at **Dalmia Cement**. The actual quantities receipt details shall be shared by **Dalmia Cement** to TALCHER MUNICIPALITY on monthly basis.

2.3.3 Invoice will be raised by **Dalmia Cement** on monthly basis on above rate and payment shall be made by TALCHER MUNICIPALITY within 30 days from the date of Invoice.

2.3.4 There shall be an escalation Y-o-Y on the basis of WPI for the above co-processing fee.

2.3.5 Interest at the rate of [18% per annum] shall be charged by **Dalmia Cement** in case of delayed payment by TALCHER MUNICIPALITY in respect of the invoices raised.

2.4 Documents to be provided by the Parties

2.4.1 The TALCHER MUNICIPALITY shall, at its own cost, arrange to get every consignment of the Material weighted at the Weigh bridge near the collection points and issue the Weigh Bridge Challan to the transporter while dispatching the consignment of the RDF material to the **Dalmia Cement's** factories. The **Dalmia Cement** shall arrange for weighing, unloading and storage of the material at its factories. The weighing of the material shall be carried out and recorded at Weigh bridge located at **Dalmia Cement's** factories for cross verification and will be used for documentation under the agreement. In the event of any dispute relating to the actual quantities of RDF Material dispatched by the TALCHER MUNICIPALITY and the received by the **Dalmia Cement** the weight of the material received at the **Dalmia Cement's** premises (with +/- 0.50% variance) shall be considered final and binding.

2.4.2 In order to entail periodic monthly reconciliation of the total quantities of the RDF Material sent by the TALCHER MUNICIPALITY, the **Dalmia Cement** shall provide the details of the accepted quantities of the Material, Vehicle No., date of receipt of material, lorry receipt (delivery challan) and details of conforming and non-conforming material to the TALCHER MUNICIPALITY. The TALCHER MUNICIPALITY shall give a declaration as per the format prescribed in Annexure II, after the month end for the quantity of waste sent to **Dalmia Cement** plant for the month for Co-processing at their cement plant as prescribed under Plastic Waste Management Rules-2016 as part of **EPR compliance**. The reconciliation shall be carried out in good faith and each party shall provide all necessary support and cooperation in this respect.

2.4.3 The **Dalmia Cement** shall at the beginning of each month during the Term of this agreement, issue to the TALCHER MUNICIPALITY, a Certificate of Co-Processing of the

Executive Officer
TALCHER MUNICIPALITY

Material received for Co-Processing during the previous month in the format set out in Annexure 1 attached to this agreement.

3. Contract Period & Termination

3.1 This Agreement shall be valid for a period of 20 Years from 20/11/2024 onwards ("Term"). Thereafter, this Agreement shall be extendable for such further term as may be mutually decided between the Parties.

3.2 The Parties agree that the arrangement contemplated in this Agreement may be terminated prior to the Term in case of breach of agreed terms and conditions by either party.

3.3 Either Party shall continue to discharge and perform its respective obligations in terms hereof till the date of termination of this Agreement. Both Parties shall have the right to terminate this agreement by assigning valid reason without prejudice to any other right[s] which may have accrued to them by providing a notice of 90 (Ninety) days. Since the intent of this agreement to destroy plastic and conserve environment in the public interest; therefore, after serving the notice, both parties will reconcile the differences and make all efforts to comply with the terms of this agreement and perform their obligation in true spirit. If Both the parties agree not to perform this agreement, the agreement would be considered terminated within 90 days from the date of such notice.

3.4 Save as otherwise provided herein, Dalmia Cement /Municipality shall be entitled to terminate this Agreement by serving upon the TALCHER MUNICIPALITY 3 (Three) months' notice to the said effect upon the happening of any one or more of the following contingencies –

3.4.1 Non-compliance with the terms of any other arrangement executed amongst the Parties;

3.4.2 Any breach of the terms contained herein by the TALCHER MUNICIPALITY.

3.5 Notwithstanding anything provided in contrary herein, Dalmia Cement shall have right to terminate this Agreement if, for any reason, it is unable to co-process the waste, including but not limited to machinery failure, by providing a written notice of 30 days.

4. Representations and Warranties

4.1 Each Party represents and warrants to the other Party as follows:

4.1.1 its charter documents include provisions which give it the requisite power, and all necessary corporate approvals have been obtained, to sign and deliver this Agreement and exercise its rights and perform its obligations under this Agreement;

4.1.2 it is validly incorporated and is in good standing under the laws of India;

4.1.3 it is not prohibited from entering into this Agreement; and that this agreement has been entered into by them willingly and while keeping in mind their commercial interests; and

4.1.4 none of: (a) the execution, delivery and performance of this Agreement, (b) the consummation of the transactions contemplated by this Agreement, or (c) compliance with the provisions of this Agreement, shall be in: (i) conflict with or breach any applicable laws, subject to receipt of all consents, approvals, authorizations as required under applicable laws; or (ii) violate or breach a provision of, or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under any of the terms, covenants, conditions or provisions of any note, bond, mortgage, indenture, deed

Babu
Executive Officer
Talcher Municipality

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of trust, license, franchise, permit, lease, contract, agreement or other instrument, commitment or obligation to which any of the Parties is a party, so as to render the transactions envisaged under this Agreement void or unenforceable.

5. Confidentiality

5.1 All the Confidential Information disclosed by one Party (the "Issuing Party") to the other Party (the "Recipient Party") within the framework of this Agreement, is and shall continue to be the exclusive property of the Issuing Party. For the purposes of this Clause 5, "Confidential Information" shall mean the information supplied, whether written, verbally or in graphic, electronic or any other tangible medium, or in any manner and/or by any mode disclosed to the Recipient Party within the framework of this Agreement and that is marked as confidential and of significant value for the Issuing Party, a value which could be undermined if said information were to be revealed to third parties. Insofar as it may be consistent with the previous sentence, the Confidential Information shall include, without limitation, the terms of this Agreement, the marketing, advertising and sales plans, business plans, plans for the modification or development of new or future projects, sales forecasts, business analyses and customer information etc.

5.2 The Parties must keep strictly confidential, the terms of this Agreement and all the Confidential Information which they have had access to pursuant to this Agreement. In addition, both Parties undertake to refrain from using the Confidential Information for purposes other than those permitted under this Agreement, and to refrain from disclosing the Confidential Information to third parties without the prior written consent from the other Party, except as required to be complied with as mandated by any applicable laws.

6. Governing Law and Dispute Resolution

6.1 This Agreement shall be governed by, and construed in accordance with the Plastic Waste Management Rules-2016 (as amended), CPCB, State PCBs & MoEF regulations and all other applicable laws of India. The courts at New Delhi, India shall have the exclusive jurisdiction to adjudicate upon any or all disputes arising out of or in connection with this Agreement.

7. Notices

7.1 Any notice provided for in this Agreement shall be in writing and shall be sent by: (i) facsimile transmission, or (ii) email, or (iii) courier/registered post/speed post, or (iv) personal delivery, or (v) prepaid post:

A. In the case of notices to the TALCHER MUNICIPALITY and

Contact Name (TALCHER MUNICIPALITY)
Address
E-Mail
Contact Name
Address
Email

7.2 All notices shall be deemed to have been validly given on (i) the business day immediately after the date of transmission, if transmitted by facsimile, or (ii) the business day immediately after the date of confirmation of transmission recorded on the sender's computer in case of email transmission, or (iii) the date of delivery, where notice is given by personal delivery, and (iv) in case (i), (ii) and (iii) do not apply, the expiry of 3 (Three) business days after posting, if sent by post or courier.

Barbara Patel
Executive Officer
Talcher Municipality



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7.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to all the other Party not less than 10 (Ten) business days' prior written notice.

8. Miscellaneous

8.1 Further assurances: The each Party to this Agreement shall, from time to time, execute and deliver all such further documents and do all acts and things as the other Party may reasonably require to effectively carry on the full intent and meaning of this Agreement, to complete the transactions contemplated thereunder. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, the Parties agree to meet and explore alternative solutions depending upon the new circumstances, but keeping in view the spirit and core objectives of this Agreement, whether before or after the Effective Date.

8.2 Amendments and waiver: No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived at a particular time.

8.3 Assignment: This Agreement, or any right or interest herein, shall not be assignable or transferable by any Party except with the prior written consent of the other Parties. Notwithstanding anything contained in this Clause 8.3, each of the Parties expressly acknowledge and agree that Dalmia Cement shall have the unrestricted right to assign any right or interest herein to its affiliate(s), all or any of its rights and interest here under without the consent of, or notice to, any other Party.

8.4 Relationship: The relationship of the Parties hereto shall be on a principal to principal basis and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

8.5 Reservation of rights: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

8.6 Parties of interest: This Agreement and all the provisions hereof shall be binding upon and shall ensure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the Parties hereto and such permitted assigns, any legal or equitable rights here under.

8.7 Independent rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

B. Debnath
 Executive Officer
 Talcher Municipality



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- 8.8 **Other remedies:** Any remedy or right conferred upon Parties for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.
- 8.9 **Specific performance:** The Parties agree that damages may not be an adequate remedy and **Dalmia Cement** shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the **Dalmia Cement** from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.
- 8.10 **Non-exclusive remedies:** The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement or failure to fulfil any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach.
- 8.11 **Costs and expenses:** Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement.
- 8.12 **Force Majeure:** Neither Party shall incur any liability due to failure or delay in performance of any obligation caused by force majeure, at least for the duration of the force majeure; provided, however, that the affected party shall promptly notify the other of the existence of the force majeure and the effect thereof on its ability to perform its obligations, and that the affected party undertakes all reasonable efforts to mitigate the impact of the force majeure on the other Party. If any force majeure endures more than 60 (Sixty) days, the Parties shall meet and review in good faith the desirability and conditions of this Agreement including but not limited to its termination.
- 8.13 **Indemnity:** The TALCHER MUNICIPALITY agrees to indemnify, defend and hold the **Dalmia Cement** and its representatives harmless against any and all Damages which arise out of, or result from or may be payable by virtue of any default or breach by TALCHER MUNICIPALITY of any of its covenants and obligations under this Agreements.
- 8.14 **Partial invalidity:** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.
- 8.15 **Counterparts:** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile

[Handwritten Signature]
Executive Officer
Talcher Municipality



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transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

8.16 Public notices: All public notices to a third party and all other publicity concerning the transactions contemplated by this Agreement or any other ancillary matters shall be jointly planned and coordinated by the Parties and no Party shall act unilaterally in this regard without the prior approval of the other Parties, such approval shall not be unreasonably withheld. This Clause 8.16 shall not prohibit any public notice or disclosure required by law (in which case the Parties shall cooperate, in good faith, in order to agree the content of such public notice or disclosure so far as practicable prior to it being made).

8.17 Rights of third parties: Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

8.18 Survivability: The termination of this Agreement shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (b) any provision which by its nature is intended to survive termination, including the provisions of Clauses 4,5,6,7 and 8.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above:

For TALCHER MUNICIPALITY

For Dalmia Cement (Bharat) Limited.

Balraj Singh
Executive Officer
(Authorized Signatory)
Talcher Municipality

.....
(Authorized Signatory)

Witnesses:

1.

1. *Deepak Kumar Sahu* *D.K.S.*
DCBL-HO

2.

2.



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Annexure III

LIST OF BANNED ITEMS

The Waste supplied to DCBL for Co-Processing under the present Agreement shall not contain the following items:

- (i) Anatomical hospital wastes
- (ii) Asbestos-containing wastes
- (iii) Bio-medical wastes
- (iv) E-waste
- (v) Entire batteries
- (vi) Explosives
- (vii) High-concentration cyanide wastes
- (viii) Mineral acids
- (ix) Radioactive waste

Balraj Dohy
Executive Officer
Municipality



new think! cement! sugar! refractories! power!

DCBL/RGP/FY 24-25/029 R 0

5th November 2024

Kind attention:

Executive Officer

Talcher Municipality

Odisha - India – 762001.

Greeting from **Dalmia Cement**,

As per the discussion, we would be pleased to offer you our final commercial proposal for the disposal of RDF Waste through co-processing as under:

Waste Name	Category	Avg Quantity Generation (MT per Month)	Total Coprocessing cost (per ton)
RDF Bail Waste	MSW	50 to 60	Zero

Terms and condition:

1. The above rate is Excluding the applicable taxes.
2. Loading & Transportation is **Talcher Municipality** Scope.
3. Material to be packed as per the **MSW** rules.
4. Weighment as per Receipt.
5. Payment terms: Co processing invoice will be raised on Monthly basis and the payment to be made within 15 days from the date of Invoice.
6. Co Processing certificate will be issued on monthly basis.
7. **Contract period: 20 years**
8. **This proposal validity is 45 days.**

Thanking you

for Dalmia Cement (Bharat) Limited

Duryodhan Sahu

7416461145

Dalmia Cement (Bharat) Limited

Quantum Building, C-3, Sector -3, Noida. (UP)

11th & 12th Floors, Hansalaya Building, 15, Barakhamba Road, New Delhi-110 001, India

t 91 11 23465100 f 91 11 23313303 w www.dalmiacement.com CIN:U65191TN1996PLC035963,

Registered Office: Dalmiapuram, Dist. Tiruchirapalli, Tamilnadu-621651, India

A Dalmia Bharat Group Company